

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 00002		3. EFFECTIVE DATE 08/29/2013		4. REQUISITION/PURCHASE REQ. NO. TIB-2013-RFP-0014		5. PROJECT NO. (If applicable)	
6. ISSUED BY FEDERAL RETIREMENT THRIFT INVESTMENT BOARD PROCUREMENT OFFICE 77 K STREET, SUITE 1000 WASHINGTON, DC 20002		7. ADMINISTERED BY (If other than item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  All prospective offerors				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. TBI-2013-RFP-0014 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 08/15/2013 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. RFP Attachment C, Section F, page 6: This amendment provides the corrected page referenced as item 2 in Amendment 00001, which stated "Revised reference to Employees' Retirement Income Security Act (ERISA) to clarify that the Thrift Savings Plan (TSP) must adhere to regulations under the Federal Employee's Retirement System Act (FERSA), rather than under ERISA."

2. RPF Section H.2.5: Based on industry comments to the RFP, Section H.2.5 was added for an Organizational Conflicts of Interest Mitigation Plan.

End of Amendment 00002

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Marisol Vargas-Busch Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	8/29/13

## INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification .....  
Net increase \$ .....

(2) Accounting classification .....  
Net decrease \$ .....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$ .....

(ii) Total contract price decreased by \$ .....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

## **F. TSP AND OTHER DEFINED CONTRIBUTION PLANS**

While the TSP has many similarities to other defined contribution plans, it also has several unique characteristics. Some administrative functions associated with providing services to participants are handled outside of the TSP and are not funded by TSP participant fees. For example, federal agencies and uniformed services act as external partners and bear the costs of processing and transmitting enrollment, payroll contributions, and personal identifying information for their actively-employed participants, and for notifying the TSP of their employee's or member's separation from service. The agencies and services also are responsible for training employees and members about their retirement benefits, including the TSP. (NOTE: The Agency provides cost-free training, but it is up to the federal agencies and uniformed to request the training and they assume any travel and facility costs.) Additionally, the U.S. Treasury undertakes certain functions for the TSP, such as investing for the government securities fund and processing disbursements. However, the Agency has several other external partners under contract to perform many of the day-to-day procedures associated with key operational processes. *See Table AT-03, External Partners, below for a list of the primary external partners.* Additionally, the Agency has a TSP-specific communications program, but it does not include profit-marketing features or financial advice. Offerors shall include in their proposals how they intend to normalize or otherwise address these resulting TSP cost savings in the benchmarking effort.

No one entity may be entirely comparable to the TSP in the number of participants, volume of processing, and assets for a single DC plan. Further, the TSP must adhere to compliance regulations under FERSA, rather than those under the Employee Retirement Income Security Act (ERISA). Offerors shall address how they propose to approach the comparative review for Benchmarking purposes.

## **H.2.5 Organizational Conflicts of Interest Mitigation Plan**

NOTE: Section H.2.5 was added 08/29/2013, to  
TSP Benchmarking Services, TIB- 2013-RFP-0014

(a) Work under this contract may create a future organizational conflict of interest (OCI) that would result in the Contractor being denied the opportunity to compete, or being awarded future FRTIB work. In order to preclude an OCI issue the Contractor shall develop a mitigation plan, which proposes actions to identify and reduce actual or apparent OCIs to an acceptable level.

(b) The need for a mitigation plan may arise from the following OCI issues. They are not all inclusive, but are the more predominant OCI scenarios:

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FRTIB contract could provide the contractor a competitive advantage in a later competition for another FRTIB contract. If the contractor may have access to nonpublic information during performance then the contractor shall be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. If in the course of performance of this contract, a contractor has in some fashion established important "ground rules" for another FRTIB contract, where the same contractor may be a competitor then the contractor shall be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. If in the course of performance of this contract the contractor is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship, then, the affected contractor shall provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(b) In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, under performance for this effort, then the Contractor shall initiate the following actions:

i. As part of the mitigation strategy the contractor shall develop an OCI Plan that mitigates OCI issues. The OCI Plan, as a minimum shall contain the following elements:

- A. Non-Disclosure agreements
- B. Controlled access to sensitive information
- C. Establishment of an employee OCI awareness/compliance program
- D. Physical separation of contract employees from sensitive data
- E. Organizational separation
- F. Management separation
- G. Limitation on personnel transfers
- H. All work under the proposed new contract effort should be performed in a division which has no contract responsibilities or management of the existing contract
- I. Methods to oversee this program
- J. Employee OCI reporting requirements
- K. Consequences for OCI violation
- L. Disclosure of violations to the FRTIB

ii. In addition, the mitigation plan shall address what firewalls shall be implemented to minimize OCI issues. As a minimum, these firewalls shall address the following areas:

- A. Define the information covered ( legends)
- B. Identify responsibility for procedure compliance
- C. Agreement on purposes for which the information may be used
- D. Procedures to protect the information (security, tracking)
- E. Limits on dissemination (need to know)
- F. Compliance (audits, corrective actions)

(c) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

(d) The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(e) The FRTIB may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the FRTIB. The exclusions contained in this clause shall apply for the duration of this contract and for three years after completion and acceptance of all work performed hereunder.

(f) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

(End of Clause)